

THEEWATERSKLOOF MUNICIPALITY



GRANT-IN-AID POLICY

**In terms of:
Section 67 of the
Municipal Finance Management Act, 2003, (Act 56 of 2003)**

INTRODUCTION

Whereas section 67 of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) requires a municipality to ensure that certain criteria and conditions are met before funds are transferred to an organisation outside any sphere of government, otherwise than in compliance with a commercial transaction;

And whereas a policy would give guidelines as to which categories of organizations could apply to become beneficiaries;

Now therefore the Municipal Council of the Theewaterskloof Municipality adopts the Grant-in-Aid Policy as set out in this document:-

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1. INTRODUCTION

For the purpose of this policy '*Grant-in-Aid*' means the donation of municipal funds, to an organization or body outside any sphere of government, which does not constitute a commercial or business transaction.

2. LEGAL FRAMEWORK

All transfers of funds in terms of this policy shall comply with the:

- (a) Constitution of the Republic of South Africa, 1996 as amended (Constitution);
- (b) Local Government: Municipal Systems Act, 2000 (Act 32 of 2000) as amended (MSA);
- (c) Local Government: Municipal Finance Management Act, 2003 (Act 56 of 2003)(MFMA)
- (d) Any other applicable legislation, regulations and policies that may govern the transfer of municipal funds and that are not in contradiction to the above; and
- (e) Cost Containment Interventions of National Government.

The Constitutional Court held in the *Fedsure* case that a municipality is constrained by the principle that it may not perform any function nor exercise any power other than that permitted by law.

The power of the Municipality to make Grant-in-Aid is regulated by section 156 of the Constitution as read with section 8 of the Municipal Systems Act (MSA), Act 32 of 2000. These provisions limit the power to make Grant-in-Aid to circumstances where it is reasonable and necessary for or incidental to the functions and exercise by the municipality of its powers.

"Reasonability" and "Necessary" are however subject to the availability of funds and the status of Cost Containment at the time of the request for Grant-in-Aid.

The power and functions of municipalities are set out in section 156 of the Constitution as read with parts B of Schedules 4 and 5 to the Constitution; annexed as **Annexure A**.

Any grant made that does not conform to the abovementioned requirements is irregular expenditure in terms of the Municipal Finance Management Act (MFMA) and could also be considered in some circumstance as unauthorised. These funds would therefore have to be recovered from the person liable for the expenditure in terms of section 32 of the MFMA.

All particulars of ALL Grants in Aid must be reflected in the budget and any adjustment budgets, in accordance with S17(3)(j) of the MFMA. Before transferring funds in terms of the Grant-in-Aid policy, the provisions of section 67 of the MFMA must be complied with, and NO Grant in Aid may be approved if it does not reflect in the budget or supplementary budget.

3. OBJECTIVES

The objective of the Grant-in-Aid Policy is to, (when funds are available and no Cost Containment intervention is in place), complement the goals, objectives, programmes and actions of the Theewaterskloof Municipality in order to create a sustainable, credible and caring town by empowering and building communities and enhancing growth and sharing through partnerships. Grants in Aid should improve the opportunity for the Municipality to elicit the support of external organizations to deliver those services to communities which fall within the Municipality's area of responsibility in a way that allows the Municipality to create an enabling environment for community development and partnerships.

A key objective is to provide the opportunity of creating sustainable partnerships with outside agencies to achieve the objectives of the Municipality's Business Plan as outlined in the Integrated Development Plan.

It should also provide the opportunity for developing methods of joint funding strategies with outside agencies such as matching funding or sponsorship partnerships to meet the objectives of developmental local government.

4. RESTRICTIONS

- 4.1. The Policy applies to all transfers of grants made by the Municipality.
- 4.2. The total expenditure on grants may not exceed 0.05% of the operational budget of the Municipality when Cost Containment had been implemented in the Municipality
- 4.3. No transfer may be made which exceeds R25 000-00 (Twenty Five Thousand Rand) per organisation or body per annum, except for allocations to organisations which in terms of an agreement, perform a municipal function on behalf of the Municipality. In such case, these grants will be determined annually when the Municipality's budget is approved by Council.

5. APPLICABILITY

This Grant-in-Aid policy does **not** apply to the following, which Council may regulate via separate policies.

- 5.1. Bursaries or funds to bursars for other activities / reasons / resources;
- 5.2. Disaster relief;
- 5.3. Indigent grants;
- 5.4. Housing development subsidies;
- 5.5. Housing billing subsidies;
- 5.6. Donation of assets, moveable or immovable;
- 5.7. Rewards and Awards; donations to support individual, meritorious cases in order to assist and/or recognise individual excellence in whichever field.

- 5.8. Conditional grants received by the Municipality, which are in turn awarded to outside organisations to perform the service/function.
- 5.9. Inter Governmental Grants
- 5.10. Grants-in-aid in respect of property rates. This is contained in the Property Rates Policy.

6. CRITERIA - GENERAL GUIDELINES

The following guidelines shall apply upon application:

- 6.1. Applicants are required to be registered as non profit organisations in terms of Section 13 of the Non Profit Organisation Act, 1997 or registered as Section 21 (not for gain) Companies in terms of the Companies Act, 1973, or organs of state, or properly constituted community, welfare or voluntary organizations which have a constitution, provable active membership and an annual general meeting held within the previous 12 months.
 - 6.1.1 *In order to comply with section 67(1) of the MFMA:
Before transferring funds of the municipality to an organization or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction, the accounting officer must be satisfied that the organization or body –*
 - (a) *has the capacity and has agreed –*
 - (i) *to comply with any agreement with the municipality;*
 - (ii) *for the period of the agreement to comply with all reporting, financial management and auditing requirements as may be stipulated in the agreement;*
 - (iii) *to report at least monthly to the accounting officer on actual expenditure against such transfer; and*
 - (iv) *to submit its audited financial statements for its financial year to the accounting officer promptly;*
- 6.2. Notwithstanding 6.1 above, in exceptional circumstances as determined by the delegated authority, grants-in-aid may be made to any organisation or body that complies with the other criteria contained in the policy.
- 6.3. Section 6.1 does not apply to grants regulated in terms of sect. 67(4) of the MFMA to organisations or bodies serving the poor provided that the transfer does not exceed the prescribed limit and the provision of Section 67(4)(b) are complied with.
- 6.4. Organisations or bodies having received funding from the Municipality during the previous financial year are required to attach to any **new applications**, a copy of the audited Financial Statements or audit certificate relating to the year in which the funding was received from the Municipality, as required in terms of section 67(1) of the MFMA.
- 6.5. The Municipality reserves the right not to fund an organisation or body two years in succession or in any future years.
- 6.6. Funding will not be considered in the following instances:
 - a) where only an individual will benefit subject to 5 above;
 - b) political organizations/groupings;

- c) where the utilisation of the grant in aid will be outside the boundaries of the Municipality, unless a clear and compelling benefit to the Municipality can be demonstrated;
 - d) where the application does not meet with the stated objectives of this policy;
 - e) where the application does not meet with the priorities, strategies and objectives as set out in the IDP;
- 6.7. Subsequent requests from applicants to cover overspending on projects will not be considered.
- 6.8. Applications for Grant-in-Aid should be aligned with the powers and functions allocated to municipalities by the Constitution of South Africa (Section 156)
156 (1) A municipality has the right to exercise any power concerning a matter reasonably necessary or, or incidental to, the effective performance of its functions.
- (**Annexure A**), section 8 of the Systems Act, as interpreted by the Municipality's IDP and the relevant sections of the MFMA.
Systems Act Section 8 (2) A municipality has the right to do anything reasonably necessary for, or incidental to, the effective performance of its functions and the exercise of its powers.
- 6.9. Applicants / organisations and bodies may not be in arrears with their municipal accounts.
- 6.10. Grant-in-Aid transfers/payments shall be restricted to deserving organizations provided that such organisations or bodies:
- 6.10.1. operate as a separate legal entity and are recognized as such by South African legislation;
 - 6.10.2. are governed by their constitutions, have regular meetings with their membership and subscribe to sound accounting practices; and
 - 6.10.3. are located and serve communities and individuals who are most in need within the jurisdiction of the Municipality.
- 6.11. No grants will be allocated, under this policy, to organisations or bodies in cases where a member of Council or an official of Theewaterskloof Municipality receives any direct financial or other gain.

7. PUBLIC ADVERTISEMENT

- 7.1. The Municipal Manager must place a public advert (second Quarter preceding the following budget year) in the main local newspapers distributed in the Theewaterskloof Municipal Area, calling for requests in order to be drafted in the following year's budget of the Mayor.
- 7.2. Advertisements should clearly specify the categories for which requests are called, the closing date for applications, who they should be addressed to, and where and how to obtain the relevant documentation pertaining to such applications, including the prescribed forms. Only applications made on the prescribed form (see Annexure C) may be considered. Advertisements should also clearly reflect the Municipality's right not to make an award, or otherwise see section 6.4.

- 7.3. Should a body/ organisation submit an application after the public advertisement process has been dealt with, such application will not be considered.

8. GENERAL GUIDELINES AND CATEGORIES

8.1. GENERAL GUIDELINES

- (a) Funding of applications will primarily, be considered on an annual basis in response to the annual advertisement.
- (b) Where in Council's opinion, an organisation receives sufficient funds from other sources to sustain its activities or the project applied for. For this purpose, organisations must submit financial statements and a budget for the ensuing financial year.
- (c) Subsequent requests from applicants to cover overspending on projects will not be considered.

8.2. CATEGORIES ELIGIBLE FOR GRANT-IN-AID

The following categories currently apply. Other than the general guidelines and conditions set out above, the following categories may require specific criteria applicable to its projects/programmes:

8.2.1. HEALTH

Projects/programmes include the following but are not limited to:

- (i) Public Health interventions inclusive of TB, STDs and HIV/Aids;
- (ii) preventable lifestyle diseases e.g. drug/alcohol/ substance abuse, tobacco related illnesses; and
- (iii) promotive and preventative services to infants, children and women.

8.2.2. ENVIRONMENT

Purpose: To stimulate the development of sustainable leisure, aesthetic and environmental projects within the municipal area; to increase the awareness of the environment by promoting "Greening of the Theewaterskloof", but not limited to:

- i. Environmental groups/organisations;
- ii. Organisations promoting community involvement as a means of sustaining leisure, aesthetic or environmental projects.

- iii. Projects which further the Council's aims and the strategies of IMEP (Integrated Municipal Environmental Policy) and including but not limited to the sustainable management of:

- _ Biodiversity;
- _ Natural and built environment;
- _ Heritage resources;
- _ Quality urban spaces;
- _ Ecological conservation areas;
- _ Urban agricultural complexes;
- _ Bio-regional planning;
- _ Nature area management;
- _ Wetlands;
- _ Animal welfare organisations;
- _ Eco-tourism, e.g. bird watching

8.2.3. SOCIAL DEVELOPMENT

Purpose: The promotion of projects/programmes which stimulates the Theewaterskloof Municipality's Integrated Development Plan (IDP) focusing especially on the needs of the most marginalised sectors in the Theewaterskloof Area.

Projects/programmes include the following but are not limited to:

- _ Poverty alleviation;
- _ Urban renewal;
- _ Capacity building of communities;
- _ Youth development;
- _ Women and gender development;
- _ Early childhood development;
- _ Street people programmes;
- _ Facilitation of public participation processes; and
- _ Arts and culture programmes.

8.2.4. SPORTS AND RECREATION

Purpose: To stimulate the development of sustainable Sport, Recreation infrastructure and programmes within the municipal area; encourage creativity and self reliance on the part of grassroots sport and recreation bodies or groups; to increase participation in sport and recreation programmes and activities.

Projects/programmes include the following but are not limited to

- (i) Local sport, recreation clubs;
- (ii) Schools sports teams or individuals;
- (iii) Local sport and recreation councils, associations or informal groups;
- (v) Civic, community and non-governmental organisations.

9. APPLICATION PROCEDURE

Applications and proposal for Grant-in-Aid must be on the prescribed form stated in 7.2 above, a copy of which is attached hereto as Annexure C. Applications must be accompanied by a covering letter on the letterhead of the organisation or body, signed by the head of the organisation or body and must include the following information:

- (a) The applicant's legal name and a brief description of the applicant organisation's or institution's business;
- (b) If the applicant claims to be a non-profit organisation, a copy of the valid NPO Registration Certificate and Constitution
- (c) The date of establishment, details of the applicant's members, founding documents, including constitution and certificates of incorporation;
- (d) A contact name, full street address, telephone number and e-mail address of the applicant;
- (e) Details of sources of income and funding with supporting documents;
- (f) Banking details with supporting documents
- (g) If funding is required for a specific project, a brief description of the project and what it aims to achieve, as well as the detailed budget for and duration of the project;
- (h) The request must be project orientated and the organisation's or body's overall budget must be included;
- (i) The most recent audited financial statements with an auditor's conclusion letter;
- (j) A summary of past achievements; and
- (k) As set out in Section 67(1) b+c in the MFMA;
A declaration by the head of the applicant to the satisfaction of the Municipal Manager, that the organisation or body implements effective, efficient and transparent financial management and internal control mechanisms to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfers of funds.

10. OBLIGATIONS OF THE APPLICANT

The following conditions are subject to a comprehensive Standard Operating Procedure

- 10.1. The head of the organisation or body must acknowledge in writing to the Municipal Manager that the money was received in its bank account and that the amount is/will be utilised to the benefit and in accordance with the role of the organisation or body in society. The funds should be used as outlined in the application form.
- 10.2. The organisation or body shall submit a monthly report, to the Municipal Manager on the actual expenditure regarding the activities conducted, the ward within which

activities are conducted, as well as the number of people benefiting from the activities.
(Refer 67 (1)(a)(iii))

- 10.3. Where grants are made to organisations in terms of Section 8.2 of the policy and Section 67(4) of the MFMA, the responsible Line Department must ensure that the targeted beneficiaries receive the benefit, by obtaining receipts of the actual expenditure incurred and any other appropriate evidence.
- 10.4. Where it is found that grants are being used in breach of the agreement, the provisions contained in the agreement must be invoked and the matter must be reported to the Accounting Officer.
- 10.5. Successful applicants are required to acknowledge the Municipality as the provider of funding in their funding record as well as any public record of grants/donations received.

11. RIGHTS OF THE MUNICIPALITY

- 11.1. The Municipality shall be entitled, from time-to-time, to verify and inspect the existence and activities of the organisation or body. The municipality will therefore have the right to physically visit the premises where the organisation, or the funded project, is based; to peruse the budgets and any progress reports related to the project for which the grant was made.
- 11.2. The Municipality shall manage and/or monitor contracts entered into with organisations or bodies by receiving reports and doing the necessary site visits and inspections to ensure that this policy and contract are being complied with.
- 11.3. The Municipality has the right to allocate the Grant-in-Aid, in whole or in part, to the beneficiary's municipal account(s) in respect of rates and services instead of payment in cash.
- 11.4. The prioritisation and themes for applications as well as the amount of the Grant-in-Aid may vary from year to year.

13. AGREEMENT

Before any funds are transferred to an organization an agreement must be concluded by the Municipal Manager with the beneficiary to protect the interest of the Municipality.

14. DONATION ADJUDICATION COMMITTEE

- 14.1. The Adjudication Committee will consist of, at least, the Executive Mayor or other Councilors as designated by the Mayor; the Municipal Manager, Chief Financial Officer as well as any other official the Committee may wish to include.
- 14.2. The Adjudication Committee will evaluate all proposals received.
- 14.3. The Adjudication Committee will have the power to make final awards.
- 14.4. The Adjudication Committee must submit a report to the Council of the Municipality, containing particulars of each final award made, including:
 - (a) the amount of each award; and
 - (b) the name of the organisation or body to whom the award was made.

15. SHORT TITLE

The policy is called the **Theewaterskloof Municipality's Grant-In-Aid Policy**.

ANNEXURE A: SECTION 156 OF THE CONSTITUTION: POWERS AND FUNCTIONS OF MUNICIPALITIES.

1. A municipality has executive authority in respect of, and has the right to administer-
 - (a) the local government matters listed in Part B of Schedule 4 and Part B of Schedule 5; and
 - (b) any other matter assigned to it by national or provincial legislation.
2. A municipality may make and administer by-laws for the effective administration of the matters which it has the right to administer.
3. A municipality has the right to exercise any power concerning a matter reasonably necessary for, or incidental to, the effective performance of its functions.”

SCHEDULE 4

PART B

The following local government matters to the extent set out in section 155(6)(a) and (7):

- Air pollution
- Building regulations
- Child care facilities
- Electricity and gas reticulation
- Fire-fighting services
- Local tourism
- Municipal airports
- Municipal planning
- Municipal health services
- Municipal public transport
- Trading regulations
- Storm water management systems in built-up areas
- Municipal public works only in respect of the needs of municipalities in the discharge of their responsibilities to administer functions specifically assigned to them under this Constitution or any other law
- Pontoons, ferries, jetties, piers and harbours, excluding the regulation of international and national shipping and matters related thereto
- Water and sanitation services limited to potable water supply systems and domestic waste-water and sewage disposal systems

SCHEDULE 5

PART B

The following local government matters to the extent set out for provinces in section 155(6) (a) and (7):

- Beaches and amusement facilities
- Billboards and the display of advertisements in public places
- Cemeteries, funeral parlours and crematoria
- Cleansing
- Control of public nuisances

- Control of undertakings that sell liquor to the public
- Facilities for the accommodation, care and burial of animals
- Fencing and fences
- Licensing of dogs
- Licensing and control of undertakings that sell food to the public
- Local amenities
- Local sport facilities
- Markets
- Municipal abattoirs
- Municipal parks and recreation
- Municipal roads
- Noise pollution
- Pounds
- Public places
- Refuse removal, refuse dumps and solid waste disposal
- Street trading
- Street lighting
- Traffic and parking

ANNEXURE B – MEMORANDUM OF AGREEMENT

Entered into by and between

THEEWATERSKLOOF MUNICIPALITY

Herein represented by

in his / her capacity as

he/ she being duly authorized thereto
(herein after referred to as “the Municipality”)

and

Herein represented by

in his/her capacity as

he/she being duly authorized thereto
(herein after referred to as “the Beneficiary”)

WHEREAS the Municipality has agreed to allocate the sum of

to the Beneficiary and the Beneficiary has agreed to accept the money, subject to the conditions stipulated hereinafter;

WHEREAS the Beneficiary agrees to apply such allocated amount of money for the purposes of funding the programme as set out in the attached project/programme description or business plan and/or service delivery* agreement attached as Annexure C which project/programme description, business plan or service delivery agreement forms part of this agreement.

* service delivery to the community, not to the municipality

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Municipality shall effect payment of the sum of

to the Beneficiary in a lump sum and ~~/or by installments as follows:~~

and the Beneficiary accepts the money allocated, subject to the following terms and conditions.

1. The Beneficiary undertakes to provide the Municipality with the Certified details of a separate bank account opened at any registered bank within the Republic of South Africa within 7 (seven) days of the date of signing of this agreement in order to allow the Municipality to deposit the funds directly into such bank account.
2. The Beneficiary herewith confirms that effective, efficient and transparent financial management and internal control systems are in place.
3. The Beneficiary will have provided the Municipality with a copy of its most recent audited financial statements or audit certificate, prior to the signing of this agreement, as part of the Municipality's assessment process.
4. The Beneficiary undertakes to prepare financial statements in respect of the financial years for which this agreement is or remains in force, and undertakes to have these financial statements audited.
5. The Beneficiary herewith confirms and acknowledges that the funds may only be utilized for the purpose for which it was approved.
6. The Beneficiary must ensure that the funds earn interest at competitive rates until it can be utilized for the purpose for which it was approved.
7. Interest earned must be credited to the account opened in terms of clause 2 and may only be utilized for the benefit of the approved project.
8. The parties agree that in the event that the project does not commence within 3 (three) months after the funds were deposited into the bank account of the Beneficiary, all funds paid by the Municipality in respect of this project/programme must immediately be refunded to the Municipality, with all interest accrued.
9. The Parties agree that, on completion of the project/programme, any unutilised funds and interest earned thereon will be paid back to the Municipality within one month or on a date as determined by the Municipality.
10. The Beneficiary undertakes to retain all expenditure vouchers, including cashed cheques, indicating the project number, etc. for audit purposes.
11. The Beneficiary undertakes to submit to the Municipality (Director:) monthly reports reflecting expenditure incurred against the funds deposited. The Municipality retains the right to request more frequent expenditure reports if deemed necessary.
12. Audited financial statements, which disclose the total allocation of funds from the Municipality, total interest earned and total expenditure, must be forwarded to the Municipality (Director: Finance) within three months of the end of the Beneficiary's financial year in respect of the financial years for which this agreement is or remains in force.
13. The Beneficiary, on completion of the project if sooner or at least annually, must submit a comprehensive report, prepared by its Director, Chief Executive Officer or

other most senior member of its management team, as the case may be, pertaining to the project funds allocated and which refers to:

- the functions and objectives of the Beneficiary organisation provided for by law or in terms of this agreement;
 - the extent to which the Beneficiary achieved the objectives for which the funds have been provided; and
 - any other appropriate performance information regarding the economical, effective, efficient and appropriate utilisation of the funds.
14. The Municipality has the right to withhold any funds payable to the Beneficiary in terms of this agreement, until all reports referred to in clause 12 have been received.
15. In the event that the Beneficiary does not comply with any or all of the conditions as set out in this agreement, or conditions as set out in any project/programme description, business plan or service delivery agreement attached to this agreement as an annexure, the Municipality shall be entitled to immediately and without notice cancel this agreement and claim back all the funds allocated together with interest accrued, and to stop all future payment/s with regard to the project/programme of the Beneficiary, without detriment to any other remedy which may be available to it in law.
16. Each of the parties chooses its domicilium citandi et executandi for the purposes of the giving of any notice, the serving of any legal process and for any purposes arising from its Agreement at their respective addresses set forth hereunder:

The Beneficiary:

The Municipality:

Theewaterskloof Municipality
Plein Street 24
Caledon
7230

Any notice to any party shall be addressed to it at its domicilium aforesaid and be sent either by prepaid registered post or be delivered by hand. In the case of any notice:

- sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the third business day after posting; and
- delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

Any party shall be entitled by notice in writing to the other, to change its domicilium to any other address within the Republic of South Africa, provided that the change shall become effective only ten (10) business days after the service of the notice in question;

Any notice addressed to the Municipality shall be required to be addressed to the Municipal Manager, for the attention of **Mr G Matthyse** to be deemed to have been effectively delivered or served.

17. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.

18. No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
19. If any of the clauses of this Agreement or Annexure thereto are found to be invalid or not binding on the parties, such finding will not affect the validity of this agreement and the parties agree to be bound by the other provisions of the agreement.

Signed at _____ on this _____ day of _____ 2019

AS WITNESSES:

1. _____

(Name in capital letters)
2. _____

(Name in capital letters)
- For **THE BENEFICIARY**
Duly represented by: _____

(Name in capital letters)
in his/her capacity as: _____

Signed at _____ on this _____ day of _____ 2019

AS WITNESSES:

1. _____

(Name in capital letters)
2. _____

(Name in capital letters)
- For **THE MUNICIPALITY**
Duly represented by: _____

(Name in capital letters)
in his/her capacity as: _____
Director:

ANNEXURE C: - APPLICATION FOR A GRANT-IN-AID										
A	Legal Name of Organisation									
	Date and year in which the organisation was founded:									
B	(Give a brief description of business or activities of the organisation.)									
C	Contact Details:									
	Name:					Title/Position:				
	Physical Address:				Postal Address:					
	Postal Code:					Postal Code:				
	Tel. No:				Fax. No:				E-mail:	
D	In which ward is the organisation active?									
	Is the organisation a non-profit organisation?					YES		NO		
	If yes, registration number:									
	Is funding required for a specific project?					YES		NO		
	If yes, attach details separately									
	Budget for projects:									
	Duration of project:									
	If no, is funding required for general support?					YES		NO		
	Has the organisation received a grant-in-aid from the Municipality before?					YES		NO		
	If yes, state the amount and date it was received.									
E	Has the Organisation received funds from Government or other institutions and if so indicate how much.									
	HEALTH				ENVIRONMENT				SOCIAL DEVELOPMENT	
	SOCIAL WORKS				SPORT AND RECREATION				OTHER	
	If "Other", please specify:									
	Note: For more detail, see attached Grant-In-Aid Policy – General guidelines and categories.									
	Indicate specific type of project/program, as per the Grant-In-Aid Policy:									

ANNEXURE C

APPLICATION FOR A GRANT-IN-AID (Continued)	
F	<p>THE FOLLOWING MUST ACCOMPANY THIS APPLICATION:</p> <ul style="list-style-type: none"> · A copy of the latest, audited financial statements, if available · A copy of the Organisation's Constitution / Articles / Memorandum and NPO Certificate · A copy of a project/programme description and/or a business plan for the ensuing financial year. · Full details of the proposal or project including its <u>objectives</u>, the <u>number of people</u> who will <u>benefit</u> and how the project will <u>contribute or enhance the strategic objectives</u> of Theewaterskloof Municipality. · <u>Commencement and completion dates</u> of the project. · <u>Information</u> on the <u>total cost</u> of the <u>project budget</u>, including a <u>breakdown of costs</u> and an outline of any <u>contribution by fundraising</u> and/or <u>own contribution</u>. · A list of <u>all other sources of funding</u> together with the assessments. · <u>Detail of the applicant</u> and its <u>executive</u>.
G	<p>THE FOLLOWING SHALL APPLY:</p> <ol style="list-style-type: none"> 1. The allocation of the Grant-in-aid will only be considered if this <u>document has been fully completed</u> and signed and accompanied by the required and supporting documentation referred to therein. 2. An applicant who has been registered as a "non profit" organisation in terms of Section 13 of the <u>Non Profit Organisation Act</u>, 1997 must submit the necessary <u>proof</u> thereof together with its application. 3. Applicants must in their submission clearly indicate / <u>specify and motivate</u> what the funds will be utilised for. 4. The grant-in-aid must be <u>exclusively utilised for the purpose defined</u> and the successful applicant must submit the necessary undertaking to this effect. 5. Applicants must in their <u>submission satisfy</u> the Municipality of their <u>ability to execute the project successfully</u>. 6. <u>Organisations who have already received financial or other assistance</u> from the Municipality during the previous financial year must specify same in their application. 7. <u>No funding will be considered for political and ratepayers organisations / groupings</u>. 8. <u>No funding will be considered where only an individual will benefit</u>. 9. <u>Projects outside the boundaries</u> of the Council will not be considered. 10. Subsequent requests from applicants to cover <u>overspending</u> on projects will not be considered. 11. Successful applicants must at all times comply with the provisions of <u>Section 67 (1)</u> of the Municipal Finance Management Act No. 56 of 2003 which inter alia stipulated that the organisation or body has to:- <ul style="list-style-type: none"> · Enter into and comply with an agreement with the Municipality and with all <u>reporting, financial management and auditing requirements</u> as may be contained in such agreement: (A copy of Memorandum of Agreement is attached) · <u>Report monthly</u> on the actual expenditure of the amount allocated to it.

	<p>12. The Municipality reserves the right not to fund an Organisation two years in succession.</p> <p>13. Funding will not be considered where a <u>project or organisation is already receiving funds</u> from Municipality in terms of its functions. Applicants are required to disclose other sources of funding.</p> <p>14. <u>Funding will not be considered</u> where in Council's opinion, an organisation <u>received sufficient funds from other sources</u> to sustain its activities or the project applied for. For this purpose, organisations must submit financial statements and budget for the ensuing financial year.</p> <p>15. Organisations having received funding from the Theewaterskloof Municipality during the previous financial year, are required to attached to any new applications, a copy of the Financial Statements relating to the year in which the funding was received from Council, as required in terms of Section 17 of the Non-profit Organisation Act, 1997 and section 67 (1) of the Municipal Finance Management Act 2003 (MFMA)</p>
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APPLICATION FOR A GRANT-IN-AID (Continued)			
H	UNDERTAKING:		
	<p>I/We hereby verify that the information provided in this application is true and correct and that the Conditions applicable to the allocation of a Grant-In-Aid as set out above have been read, understood and will be complied with.</p> <p>I/We also declare that the organisation implements effective, efficient and transparent financial management and internal control mechanisms to guard against fraud, theft and financial mismanagement and has in the past complied with requirements for similar transfers of funds.</p> <p>Thus done and signed at _____ on this ____ day of _____ 20____</p>		
	_____ Chairperson / Authorised Representative		_____ Date
	_____ (Name in block letters)		_____
	_____ Secretary / Duly Authorised Signatory		_____ Date
	_____ (Name in block letters)		
I	PLEASE NOTE:		
	1	Completed application forms must be:	Or :
		(a) Submitted to: The Municipal Manager Theewaterskloof Municipality P O Box 24 Caledon, 7230	(b) Delivered to: The Municipal Manager Theewaterskloof Municipality 6 Plein Street Caledon 7230
	2	Closing date and time for submission of applications:	
		DATE: _____	TIME: _____
	4	No late applications will be considered.	

ANNEXURE C

Appointment Letters : GRANT-IN-AID DONATION ADJUDICATION COMMITTEE

I Duly appointed in terms of Section 16.2 by the Municipal Manager, hereby appoints you in your capacity as as a member of the **Grant-In-Aid Donation Adjudication Committee** as stipulated in the **Theewaterskloof Grant-In-Aid Policy**.

The Adjudication Committee will evaluate all proposals received.

The Adjudication Committee will have the power to make final awards.

The Adjudication Committee must submit a report to the Council of the Municipality, containing particulars of each final award made, including:

- (a) the amount of each award; and
- (b) the name of the organization or body to whom the award was made.

.....
Municipal Manager/ Senior Manager

.....
Date

.....
Witness

.....
Date